INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-KA76042387076285K
Certificate Issued Date	:	26-Sep-2012 05:59 PM
Account Reference	:	NONACC (FI)/ kacrsfl08/ YESHWANTHPUR/ KA-BN
Unique Doc. Reference	:	SUBIN-KAKACRSFL0822125478693092K
Purchased by	:	K SUDHAKAR
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	200 (Two Hundred only)
First Party	:	K SUDHAKAR
Second Party	:	B B M P
Stamp Duty Paid By	:	K SUDHAKAR
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

For Yeshwanthpur Crdit Co-op. Society Ltd.

Authorised Signatory

Please write or type below this line

BRUHATH BANGALORE MAHANAGARA PALIKE

Est Cost Rs 19,95,000/- Agreement No.: 124/2012-13 Dated:12-10-2012

This agreement made the (12-10-2012) Twelveth day of October 2012 between Executive Engineer (Project,RR Nagara Zone) Bruhath Bangalore Mahanagara Palike and **K.Sudhakar**, #2/1,3rd cross, ,8th main,Mohankumar nagar, Yeshwanthapura Bangalore-22 Hereinafter called the contractor of the other part:

Name of Work: Intimation of Work order to start the Work of Development of Slab Drain from 15th Cross to SWD drain inside JP Park in Ward NO.17

Contractor

Executive Engineer (Project)

This Estimate Administratively sanctioned by the Additional Commissioner, R.R.Nagara Zone vide No.AC/RRN/AS/167/12-13, Dated: 23-05-2012 and Technically Sanctioned by Executive Engineer (Project), R.R.Nagara Zone vide sanction No. EE(P)/RRN/TS/81/12-13 Dated : 06-06-2012 for Rs. **19,95,000/- (Rupees Nineteen Lakh Ninety Five Thousand Only)** estimate is based on C S.R of 2011-12 rates.

Where the Bruhath Bangalore Mahanagara Palike by e-Tender Notification No.BBMP/EE/Proj/TEN/04/12-13 Date: 28-06-2012, 3 tenders were received including from the Above contractor with a D.D for Rs.49,875/- Vide DD No 902494 Dt:17-07-2012 as E.M.D offering to execute the said work at **4.85% above** the sanctioned Estimate Rate on CSR 2012-13 Amounting to Rupees **20,84,812/- (Twenty Lakh Eighty Four Thousand Eight Hundred Tweleve Only)**. Same has been converted as Performance Security.

Remaining Tender Performance Security Deposit Rs.51,230/- Paid through D.D No016600 Dated: 26-09-2012.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract here in after Referred to and they shall be deemed to form and be read and construed as part of this agreement. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned the contractor hereby covenants with the Employer to execute and complete the works and remedy any defect there in conformity in all aspects with the provisions of the contract.
2. The Employer hereby convents to pay the Contractor in consideration of execution and completion of the works and the remedying the defect wherein the contract price or such other sum as may become payable under the provisions of the Contractor at the times and in the manner prescribed by the Contract.
3. The Rules of the existing kerb stones, and paving slabs, B.S. slabs, size stone key metal and other released materials should be recorded in the Measurement book otherwise the corresponding amount should be Deducted from the contractor's bill before submitting the bill for Payment.
4. The following documents shall be deemed to form and be read and Constructed as part of this Agreement Viz.,
    1. Letter of Acceptance;
    2. Notice to proceed with the works;
    3. Contractor's tender.
    4. Contract Date;
    5. Conditions of contract (including special conditions of Contract)

Contractor

Executive Engineer (Project)

6. Specifications;
7. Drawings
8. Bill of quantities ; and
9. Any other documents listed in the special conditions of Contract.

5. The BBMP shall pay to the contractor SCHEDULE B which works SR of 2012-13 rates Mentioned in the schedule "B" as and when the bills are submitted by the contractor for the work done.
6. The contractor shall comprise of the work above mentioned and in all subsidiary work Connected there within the same site as may be ordered to be done in writing from time to time by the BBMP engineer even though such works may or not be shown in the detailed Estimate and Schedule B.
7. The contractor shall in all respect complete the work with in the stipulated time from the date of issue of work order.
8. The contractor shall be responsible for the pay compensation of his workmen's payable under the workmen's compensation act 1923 for injuries if any (god forbid) caused to the workmen's or vehicles or other property during the execution of the work and also the liability that may arise under the common law.
9. The work should be executed as per the standard specifications Specified in PWD and BBMP and as directed.
10. The work should be done as per the directions and instructions of the BBMP Engineer and his deputies from time to time.
11. The quantities are variable to that noted in the Schedule "B" will be limited to sanctioned estimate only.
12. The guarantee maintenance period of work is twelve months from the date of completion and the contractor will be responsible for carryout the any repairs during that period and EMD and SD will be refunded only after the One year duly inspection from the competent authority.
13. In case of any disputes with respect to the agreement the same shall be referred to the commissioner Bruhat Bangalore Mahanagara Palike and his decision shall be final.
14. The work should be commenced with all men and machinery within Two days from the date of work order failing which it would be presumed that, contractor is not interested in his work and action will be to get the work Executed through alternate agency at the risk and cost of the former tenderer.

Contractor

Executive Engineer (Project)

In Witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

CONTRACTOR

WITNESSES:

1.

2.

Executive Engineer
(Project), R.R.Nagara Zone.